

OMB No. 1124-0004; Expires May 31, 2020

U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement
Pursuant to the Foreign Agents Registration Act of
1938, as amended

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant Sitrick Group, LLC	2. Registration No. 6572
3. Name of Foreign Principal Embassy of Qatar (through Pillsbury Winthrop Shaw Pittman LLP)	

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

See attachment. Sitrick Group, LLC will provide consulting advice and public relations services relating to the legal interests of the Embassy of Qatar.

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

See response to question 7.

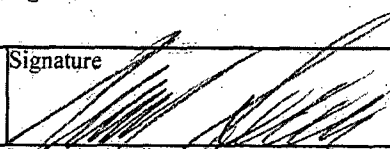
9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

Sitrick Group, LLC will provide consulting advice and public relations services. These services will include development and communication of information and informational materials to news organizations and others concerning such matters.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit B 7/27/18	Name and Title Michael S. Sitrick, Chairman and CEO	Signature 
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Footnote: "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

SITRICK AND COMPANY

a unit of Sitrick Group, LLC

June 20, 2018

Osama Abu-Dehays, Esq.
Partner
Pillsbury Winthrop Shaw Pittman LLP
Tower 42, Level 21
25 Old Broad Street
London EC2N 1HQ

Re: State of Qatar

Dear Osama:

This letter, when accepted by Pillsbury Winthrop Shaw Pittman LLP ("Attorney"), as counsel for and on behalf of the Embassy of the State of Qatar ("Client"), will constitute the agreement with respect to the engagement of Sitrick And Company, a unit of Sitrick Group, LLC ("Sitrick") as corporate communications advisor, specialist and consultant on the following terms and conditions ("Agreement"):

1. Client and Attorney, as counsel for Client, effective as of June 20, 2018, have retained Sitrick to provide consulting advice and public relations services relating to the Client's legal interests. For purposes of this Agreement, Attorney represents that Attorney is the authorized agent of Client with authority to bind Client to the terms and obligations of this Agreement.
2. Client shall pay Sitrick a fee of \$150,000 per month for professional services for as long as services are provided; Client shall pay this monthly fee to Sitrick for no less than a minimum of three months. This monthly \$150,000 fee for professional services does not include time incurred for travel outside of the executive's home city office (e.g., for Michael Sitrick and Sallie Hofmeister Los Angeles), which will be billed additionally, and the additional fees for such travel time will be charged at Sitrick's hourly rate range of \$195 to \$1,100, depending on the person performing the services; paraprofessional time will be billed at \$65.00 per hour. Time charges are computed on a portal-to-portal basis for any travel time for meetings held outside of the home city of Sitrick's office(s) where the Sitrick executive(s) are based. For clarity, "portal to portal basis" means the time spent in traveling from the initial point of departure (e.g., from the executive's office or from the executive's home, etc.) until arrival at the destination (e.g., whether that be arrival at a hotel, arrival at an office for a meeting, etc.) In the event that Client requests Sitrick executive(s) to travel outside of the United States, then in addition to the \$150,000 monthly fee, Client shall pay Sitrick's travel time for each executive plus time charges for time expended by Sitrick executives performing services for Client while the executive(s) are outside of the United States, at Sitrick's then current hourly billing rates. In

relation to services provided by Sitrick executives while outside of the United States, if one of our professionals performs multiple tasks for Client during the course of the day, our statement will describe those tasks in a continuous narrative form accompanied by single time entry for all tasks. Time is charged by Sitrick in increments of one-quarter of an hour. Billing rates are adjusted at the end of each calendar year. Reimbursable costs will be billed separately on the invoice.

3. Client's obligation to pay Sitrick for professional fees charged and for costs and expenses is not contingent upon obtaining any particular result(s) or on the outcome of any litigation Attorney is handling for Client. Although Sitrick's invoices in the ordinary course will be transmitted to Attorney as agent for Client rather than directly to Client, Sitrick acknowledges that its services being provided pursuant to this letter agreement are for the benefit of Client and that Attorney, as Client's counsel, shall not be responsible for any fees, costs or expenses incurred in connection with Sitrick's services.
4. Sitrick will submit an invoice with respect to (i) the monthly \$150,000 fee, and (ii) other fees and expenses payable hereunder that are in addition to the monthly \$150,000 fee. Attorney shall pay the \$150,000 monthly fee and all other fees and expenses agreed hereunder on behalf of Client based on monthly invoices rendered by Sitrick, but only after Attorney has first received the funds to do so from Client. Going forward, Sitrick shall invoice Client for the monthly \$150,000 fee at the beginning of each monthly period (on the 20th of each month), and Client shall pay such invoice for the monthly fee within 30 days of date of invoice. Client commits to transfer the \$150,000 monthly fee and other fees and expenses payable to Sitrick hereunder to Attorney not more than 30 days after the invoice date. Attorney will transfer such funds to Sitrick promptly upon receipt from Client, but Attorney is not required to, and will not, advance any funds in order to pay such invoices. Client and Attorney acknowledge that the first invoice is attached hereto and is currently payable.
5. Please review our invoices upon receipt. If Attorney or Client has any questions, please feel free to contact us. However, unless we receive written notification to the contrary within thirty days of the date of the invoice, we will assume that there is no objection to the invoice as submitted, and in the absence of such written objection, Attorney and Client agree to the reasonableness of the fees and costs charged and the necessity of the services rendered under this engagement.
6. Costs and expenses are not included in the \$150,000 monthly fee. Such costs and expenses include, without limitation, travel costs, production costs, long distance and photocopy charges, advertisements and other out-of-pocket costs and expenses. With respect to travel costs, Client will reimburse Sitrick for actual costs incurred, unless non-commercial transportation is used, in which case Client will reimburse Sitrick for transportation costs (and time) that Sitrick would have incurred by using commercial transportation. Sitrick will obtain approval in advance from Attorney for any travel expenses over \$1000. However, travel to London which has occurred prior to July 13, 2018 has already been approved and travel to Cannes, France on July 15,

2018 has likewise already been approved. Client agrees that Sitrick shall have the right, at the conclusion or termination of the engagement, to apply any unused expense advance against unpaid fees.

7. Client guarantees and agrees to be liable for all financial and legal responsibilities to Sitrick under this Agreement. Client agrees that any and all sums payable to or for the benefit of Sitrick under this Agreement (including but not limited to amounts for fees, costs, expenses, reimbursement and indemnity) shall be promptly paid by Client if not timely paid by Attorney. Client agrees to transmit funds to Attorney in such a manner as to ensure that Attorney has the funds necessary to timely pay each monthly \$150,000 fee invoice and any separate invoices for separately reimbursed fees and expenses covered under this agreement to Sitrick. Attorney agrees to transmit such funds to Sitrick so they are received in a timely manner.
8. Sitrick's engagement hereunder may be terminated by any of the parties by written notice. All provisions of this Agreement relating to the payment of fees, time charges, costs and expenses (including the minimum fee obligation in paragraph 2 hereof, and in the case of each of the foregoing fees, costs and expenses, as and to the extent earned or incurred prior to the date of such termination) and indemnification will survive conclusion of the engagement or any termination of the engagement by any of the parties
9. In the event any employee of Sitrick, at any time, is required or requested to participate or provide testimony, documents or other evidence in any action, arbitration or other proceeding relating, directly or indirectly, to our engagement, whether or not our engagement has been terminated or concluded, Client shall pay Sitrick for the time spent in preparing for and providing such participation or testimony, at Sitrick's then standard billing rates, and for any costs and expenses, including attorneys' fees, incurred in connection therewith.
10. Sitrick hereby represents and warrants that it is familiar with and at all times during the Terms of this Agreement will remain in full compliance with all applicable laws, rules, and regulations governing Sitrick's activity in any country, state, or locality in which Sitrick conducts or will conduct business pursuant to this Agreement, including, but not limited to the Foreign Agents Registration Act ("FARA"). Sitrick further agrees to provide the Client's outside counsel, Covington & Burling LLP ("Covington") and Attorney in advance, with copies of any reports that Sitrick must file under FARA in connection with services rendered to the Client, including registration statements and semi-annual disclosure reports. Sitrick shall provide Covington and Attorney with these reports sufficiently in advance of the date they are due to be filed so as to provide Covington and Attorney with a reasonable time to review them and communicate any comments or suggestions to Sitrick prior to such filing deadline. Sitrick acknowledges Covington and Attorney's role for Client is limited to providing comments and

suggestions and Sitrick remains responsible for the accuracy and completeness of all reporting to the government.

11. Client agrees to indemnify and hold harmless Sitrick, its members, shareholders, parent company, affiliates, officers, directors, employees and agents (each such entity or person being referred to as an "Indemnified Person") from and against any and all losses, claims, damages, liabilities, costs and expenses (including for Indemnified Person's own negligence, and including, but not limited to, reasonable attorney's fees) which any Indemnified Person may be subject to or incur in connection with the services rendered by Sitrick to or for Client. This paragraph shall not apply to any such losses, claims, damages, liabilities, costs or expenses of any Indemnified Person that are judicially and finally determined to have resulted from Sitrick's or such other Indemnified Person's material breach of this agreement, gross negligence or willful misconduct. For the avoidance of doubt, Attorney has no obligations under this clause and is not providing any indemnity to Sitrick.
12. Each of the parties hereto agrees to keep this Agreement, and the terms and conditions hereof, including invoices, billing statements and time sheets, strictly confidential, except only as may be necessary to enforce this Agreement or as required to be disclosed by law or judicial process; provided, however, that Client and Attorney acknowledge and consent to Sitrick disclosing to the media or others that Sitrick is engaged and acting in its capacity as a public relations firm for the benefit of Client.
13. In the performance of this Agreement, Sitrick may receive, or otherwise have access to, confidential, proprietary and/or other nonpublic information belonging to Client ("Confidential Information"). Client and/or Attorney may from time to time specifically identify information provided to Sitrick which may be disclosed because it is not Confidential Information (an "Authorized Disclosure"), but the parties agree that the default assumption shall be that all information and materials provided to Sitrick is Confidential Information unless otherwise designated or identified by Client or Attorney for release. Sitrick agrees to maintain in strictest confidence all Confidential Information and to take reasonable measures to maintain the confidentiality of such information. Sitrick agrees, with respect to such Confidential Information, to use the same methods and degree of care to prevent disclosure of such Confidential Information as it uses to prevent disclosure of its own proprietary and Confidential Information. Sitrick further agrees not to use, or disclose to any third party, any Confidential Information for any purpose without the prior consent of Client or unless compelled by court order or other legal or governmental process requiring such disclosure. Notwithstanding the foregoing, confidentiality obligations shall not apply to any information which (i) enters (or has entered) the public domain through no fault of Sitrick; (ii) which was known to Sitrick prior to receipt from Client; (iii) is or becomes available to Sitrick on a non-confidential basis from a source other than Client (unless Sitrick is aware of a duty of confidentiality on the part of the source owed to Client); (iv) which is independently developed or acquired by Sitrick without reliance on Confidential Information; or (v) which is permitted to be disseminated or otherwise disclosed pursuant to the next paragraph of this Agreement. It is expressly understood between the parties that a key function Sitrick will be providing in connection with its

public relations services will be the dissemination of information and materials as a public relations firm, including the disclosure and dissemination of certain information and materials received from Client or its affiliated representatives, agents, and/or entities or as to which Client has consented to its dissemination and disclosure.

14. It is expressly understood between the parties that a key function Sitrick will be providing in connection with its public relations services will be the dissemination of information and materials as a public relations firm, including the disclosure and dissemination of certain information and materials received from Client or its affiliated representatives, agents, and/or entities or as to which Client has consented to its dissemination and disclosure. Notwithstanding the foregoing or anything in this Agreement that could be construed to the contrary, it shall be the responsibility of Client (or Attorney on behalf of Client) to specifically identify and designate to Sitrick the information provided to Sitrick which is not to be disclosed because it is Confidential Information (and such identification and designation of Confidential Information must be in writing and sent by Client or Attorney to Sitrick—whether by email text or other electronic transmission).
15. In the event that Sitrick is requested or required to produce: (i) any Confidential Information or (ii) any documents generated by Sitrick in connection with this engagement by subpoena, request for information or documents, production of records consistent with its retention as Client's expert, or other similar legal process ("Request"), Sitrick will provide Client prompt written notice of the Request so that the Client may seek a protective order or otherwise seek to limit or protect such Confidential Information and/or documents from disclosure.
16. We wish to point out that as a firm with a diversified practice we are often called upon to represent clients in many fields and with different interests. It is expressly understood between the parties that Sitrick will not represent another client on the particular subject matter of substantive work performed under this engagement where such other client is adverse to Client on that subject matter. However, nothing contained herein in any way prohibits or restricts Sitrick from representing a client now or in the future whose interests conflict with or are adverse to Client on matters other than the particular subject matter of substantive work performed under this engagement. In such event, Sitrick would of course maintain the confidentiality of information provided by Client.
17. Each of the parties agrees not to solicit for employment, or employ any employee of the other during the pendency of Sitrick's engagement and for a period of two years thereafter. If either party hires an employee of the other during the engagement or within the two year period following the conclusion or termination of the engagement, the hiring party agrees to pay the employer of the employee(s) so hired, as liquidated damages, a fee equal to one hundred percent of the annualized total gross billings generated by each such hired employee for the twelve-month period prior to such employee's departure, or the annual gross salary of the employee at the time of departure, whichever is higher in dollar amount. All terms contained in this paragraph

will survive for a period of two years following the date of any termination or conclusion of this engagement.

18. By signing this Agreement, we agree that, in the event of any dispute or claim arising out of or relating to this Agreement, our relationship, our charges, or our services, SUCH DISPUTE OR CLAIM SHALL BE RESOLVED BY SUBMISSION TO FINAL AND BINDING ARBITRATION BEFORE A SINGLE NEUTRAL ARBITRATOR IN LOS ANGELES COUNTY, UNDER THE AUSPICES AND RULES OF JUDICIAL ARBITRATION AND MEDIATION SERVICES ("JAMS") USING JAMS STREAMLINED PROCEDURES. BY AGREEING TO ARBITRATE CLIENT WAIVES ANY RIGHT IT MAY HAVE TO A COURT OR JURY TRIAL.
19. Judgment upon such arbitration may be entered in the Superior Court for Los Angeles County, California, which the parties agree has, and hereby consent to, jurisdiction over all such matters. This Agreement shall be interpreted and enforced in accordance with the substantive laws of the State of California applicable to contracts made and to be performed therein. In the event that a dispute arises hereunder, the prevailing party in any litigation or arbitration shall be entitled to attorneys' fees and all costs and expenses of any sort.
20. If any term or provision of this Agreement shall be declared invalid by order, decree or judgment of a court of competent jurisdiction, this Agreement shall be construed as if such portion had not been inserted herein (except when such construction would constitute a substantial deviation from the general intent and purpose of the parties as reflected in this Agreement) and shall not affect the validity or enforceability of the remaining terms and provisions hereof.
21. The parties acknowledge and agree that all understandings, representations and agreements heretofore made or reached by them are merged into this Agreement which alone fully and completely expresses the Agreement between the parties. This Agreement may be amended or modified only by a writing signed by all of the parties hereto.
22. Sitrick acknowledges that its services being provided pursuant to this Agreement are for the benefit of Client and that Attorney, as Client's counsel, shall not be responsible for any fees, costs or expenses incurred in connection with Sitrick's services. For the avoidance of doubt, the parties agree that under no circumstance is Attorney liable for any payments to Strick for work performed by Sitrick pursuant to this Agreement. Should any claims or disputes arise with respect to such payments that have not yet been made to Attorney, Sitrick agrees to pursue such claims only against Client, and not against Attorney.
23. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be a duplicate original, but all of which, taken together, shall be deemed to constitute a single instrument. The parties agree that a facsimile or e-mailed PDF of an

executed counterpart of this Agreement shall be deemed to constitute due and sufficient delivery of a duplicate original that may be used for all the same purposes as an original.

Very truly yours,

Sitrick Group LLC

By 

Michael Sitrick

Chairman and Chief Executive Officer

(Signatures follow on next page.)

Agreed to and accepted this

20th day of June, 2018

Pillsbury Winthrop Shaw Pittman LLP

By 

Osama Abu-Dehays

Counsel for and Authorized Agent of the Client

Agreed to and accepted this

20th day of June 2018

CLIENT (Embassy of the State of Qatar)

By 

Name:

Title:

Osama Abu-Dehays, Esq.
Partner
Pillsbury Winthrop Shaw LLP
Tower 42, Level 21
25 Old Broad Street
London EC2N 1HQ

Re: State of Qatar

INVOICE

Past Due Initial Monthly Fee for the period beginning
June 20, 2018..... \$150,000.00
Refundable Expense Advance..... \$15,000.00
TOTAL DUE\$165,000.00

Please wire transfer funds to:

City National Bank
Credit Account of: Sitrick Group, LLC


Attn: Diane Wilson

or

Please make check payable to:

Sitrick Group, LLC
11999 San Vicente Blvd., Penthouse
Los Angeles, CA 90049
(310) 788-2850
Fed ID No. 33-0832424